

**AMENDMENT NO. THREE TO  
PROFESSIONAL SERVICES AGREEMENT WITH  
BOHLIN CYWINKSI JACKSON FOR  
NEWPORT BEACH CIVIC CENTER & PARK DEVELOPMENT PLAN PROJECT  
PHASE TWO**

THIS AMENDMENT NO. THREE TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Three"), is entered into as of this 20<sup>th</sup> day of September, 2010, by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation ("City"), and BOHLIN CYWINSKI JACKSON, a Pennsylvania Corporation whose address is 49 Geary Street, Suite 300 San Francisco, California 94108 ("Consultant"), and is made with reference to the following:

**RECITALS:**

- A. On April 27, 2010, City and Consultant entered into a Professional Services Agreement ("Agreement") for architectural and consultant services for the second phase of the Newport Beach Civic Center & Park Development Plan Project ("Project").
- B. On July 12, 2010, City and Consultant entered into Amendment No. One to the Agreement to reflect additional services not included in the Agreement and to increase the total compensation.
- C. On August 23, 2010, City and Consultant entered into Amendment No. Two to the Agreement to reflect additional services not included in the Agreement or prior Amendment, to extend the term of the Agreement to December 31, 2011, and to increase the total compensation.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

**1. SCOPE OF WORK**

Section 2 of the Agreement, as amended, shall be amended in its entirety and replaced with the following:

In addition to the services to be provided pursuant to the Agreement and these Amendments Nos. One and Two, Consultant shall diligently perform all the services described in this Amendment No. Three including, but not limited to, all work set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

## 2. COMPENSATION

The introductory paragraph to Section 4 of the Agreement, as amended, shall be amended in its entirety and replaced with the following:

City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached to the Agreement. Consultant's total amended compensation for all work performed in accordance with this Agreement and all prior Amendments, including all reimbursable items and subconsultant fees, shall not exceed **Five Million, Fourteen Thousand, Two Hundred Sixty-Nine Dollars and no/100 (\$5,014,269.00)** without prior written authorization from City ("Total Amended Compensation"). No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

- 2.1 The Total Amended Compensation reflects Consultant's additional compensation for additional services to be performed in accordance with this Amendment No. Three, including all reimbursable items and subconsultant fees, in an amount not to exceed Twelve Thousand, Three Hundred Fifty-Five Dollars and no/100 (\$12,355.00), without prior written authorization from City.

## 3. INSURANCE

Section 14 of the Agreement shall be amended in its entirety and replaced with the following:

Without limiting Consultant's indemnification of City, and prior to commencement of work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

- A. Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or subconsultants. The cost of such insurance shall be included in Consultant's bid.

B. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

C. Coverage Requirements.

- i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)) for Consultant's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Consultant shall require each subconsultant to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subconsultant's employees.

Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) calendar days (ten (10) calendar days written notice of non-payment of premium) prior to such change.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

- ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- iii. Automobile Liability Coverage. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- iv. Professional Liability (Errors & Omissions) Coverage. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) limit per claim and in the aggregate.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. Three on the date first written above.

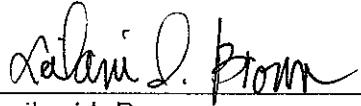
**APPROVED AS TO FORM:**  
OFFICE OF THE CITY ATTORNEY

By:   
Leonie Mulvihill,  
Assistant City Attorney *MT 8/27/10*

**CITY OF NEWPORT BEACH,**  
A California Municipal Corporation

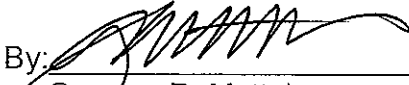
By:   
David A. Kiff,  
City Manager


**ATTEST:**

By:   
Leilani I. Brown  
City Clerk



**CONTRACTOR: BOHLIN  
CYWINSKI JACKSON**

By:   
Gregory R. Mottola,  
Vice President

By:   
~~W. Dan Haden, III.~~ **WILLIAM D. LOOSE**  
Vice President/Treasurer *WL 09/14/10*

Attachment:            Exhibit A – Additional Services to be Performed

# Bohlin Cywinski Jackson

Peter Q. Bohlin, FAIA  
Bernard J. Cywinski, FAIA  
Jon C. Jackson, FAIA  
W. Dan Haden III, AIA  
Frank W. Grauman, AIA  
William D. Loose, AIA  
Cornelius J. Reid, III AIA  
Karl A. Backus, AIA  
Gregory R. Mottola, AIA  
C. Roxanne Sherbeck, AIA  
Robert E. Miller, AIA  
Raymond S. Calabro, AIA

16 August 2010

**Mr. Steve Badum, Public Works Director**

City of Newport Beach  
3300 Newport Boulevard  
Newport Beach, CA 92663

**Project:**        **Newport Beach City Hall**  
Newport Beach Project Number xxx  
BCJ Project 08519C

**Subject:**       **Food Facility Vendor Selection Services**  
Additional Services Proposal (BCJ Project 08519C x05)

Dear Mr. Badum:

This additional services proposal is sent as follow-up to our conversation in Newport Beach on the 12<sup>th</sup> of August, in which we discussed next steps regarding the new library food service facility. During the food service RFP process, we have gained clarity regarding the type and nature of food service the City wishes to make available in the new Library Addition food facility. As part of this exercise the scope of food service infrastructure to be included in the base project has increased, providing the City with better control of this space.

## **Project Scope**

Food services consultant HDA Pacific will work with the design team, providing drawings and specifications at the permit set and final construction document drawings covering food service equipment scope. They will also provide connection information to various disciplines within the design team, as well be available for meetings with the City regarding further scope clarification. Please see HDA's proposal for additional information.

BCJ will assist in the management of this process, coordinate HDA's efforts with the design team and the City, and attend all client meetings with HDA.

## **Schedule**

There is no proposed change in schedule based on the scope described in this Additional Service.

Architecture Planning Interior Design

Wilkes-Barre/Pittsburgh/Philadelphia/Seattle/San Francisco

49 Geary Street – Suite 300

San Francisco, California 94108

415.989.2100/Fax: 415.989.2101

# Bohlin Cywinski Jackson

08519C x05  
16 August 2010  
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## Project Fee

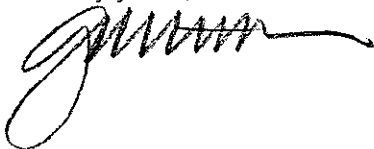
This proposal is for a time-and-material fee, with a not-to-exceed amount of \$12,355 based on the assumptions below:

Services	BCJ		
	01 hour	Principal	\$285.00 per hour
	02 hours	Senior Associate	\$160.00 per hour
	05 hours	Associate	\$125.00 per hour
	05 hours	Staff I	\$105.00 per hour
	HDA	12 August 10 proposal	\$9,600
Reimbursables	BCJ	To be billed under base project (08519C)	
	HDA		NA
			\$1,000
	Total		\$12,355


The BCJ team appreciates the continued opportunity to work with the Newport Beach community towards the realization of this exciting project.

Please contact us if you have any questions or need additional information.

Sincerely yours,



Greg Mottola, AIA  
Principal



Steven Chaitow, AIA  
Project Manager

Cc: BCJ Team

OWNER:  
City of Newport Beach

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ARCHITECT:  
Bohlin Cywinski Jackson

Signed: \_\_\_\_\_

Printed Name: Gregory R. Mottola, AIA

Title: Vice President

Date: \_\_\_\_\_